

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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:
HARREN & PARTNER SHIP MANAGEMENT :
DE MEXICO S.A.P.I., :
Petitioner, : 21 Civ. 5361 (LGS)
:
-against- : ORDER
:
TYPHOON OFFSHORE S.A.P.I. DE CV, et al., :
Defendants. :
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LORNA G. SCHOFIELD, District Judge:

WHEREAS, the parties have briefed Petitioners' motion for permanent injunction and Respondent's motion to compel arbitration is currently pending;

WHEREAS, if a court finds an agreement to arbitrate, it must look to the arbitration agreement to determine "whether the arbitrability of a dispute is to be resolved by the court or the arbitrator." *DDK Hotels, LLC v. Williams-Sonoma, Inc.*, 6 F. 4th 308, 318 (2d Cir 2021);

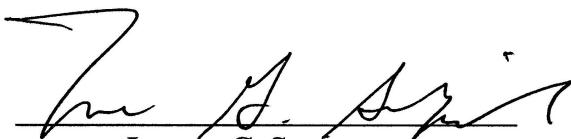
WHEREAS, at least one of the purported arbitration clauses at issue in this dispute incorporates the rules of the Society of Maritime Arbitrators;

WHEREAS, the parties' briefing is silent on this issue of whether the arbitrability of their dispute is to be resolved by the court or the arbitrator. It is hereby

ORDERED that by **March 25, 2022**, Petitioners and Respondents shall separately file a three-page single-spaced supplemental letter brief explaining (1) if the Court finds an agreement to arbitrate based on the terms incorporated in the November 11, 2014, fee quote signed by Mr. Dammann, whether those terms provide for the issue of arbitrability to be resolved by a court or the arbitrator and (2) if the court finds an arbitration agreement exists, if it can decide the issue of

arbitrability and if the arbitration agreement is limited to the services provided in conjunction with the November 14, 2014, fee quote, whether the parties' dispute in connection with the Texas action relates to the services provided in relation to the fee quote such that arbitration should be compelled.

Dated: March 17, 2022
New York, New York



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE